

TOWN OF MILLVILLE REQUIRED PROVISIONS
RULES/PERMIT/ACKNOWLEDGEMENT AND COMPLIANCE

Applicant has read and agrees to comply with the rules provided in the Facility Use Application packet. The Applicant agrees to abide by all provisions of the permit granted by the Town of Millville and agrees to pay all fees and costs assigned to the permit.

APPLICANT'S NAME: _____ (PRINT)

APPLICANT'S SIGNATURE: _____ DATE _____

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

NAME OF APPLICANT: _____

NAME OF ORGANIZATION: _____

ACTIVITY: _____

Applicant(s) shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the conduct of Applicant, Applicant's operation, Applicant's employees or volunteers and Applicant's participants.

Applicant(s) and all of his/her agents, employees, volunteers, contractors, successors, and assigns hereby expressly agrees to indemnify and hold the Town of Millville, its officers, agents, employees, and representatives harmless from, for and against, any and all liabilities, claims, suits, demands, judgments, causes of action of any kind (at law or at equity), losses, costs or charges (including attorney's fees), asserted by third parties, arising at any time after the execution of this agreement document, and related directly or indirectly to the operation and activity of Applicant and his/her agents, employees, volunteers, contractors, successors, and assigns, on Town of Millville property.

Applicant(s), and all of his/her agents, employees, volunteers, contractors, successors, and assigns hereby expressly agree to indemnify and hold the Town of Millville, its officers, agents, employees, and representatives harmless from penalties for violation of any law, ordinance, or regulation affecting Applicant's activity.

APPLICANT'S NAME: _____ (PRINT)

APPLICANT'S SIGNATURE: _____ (DATE)

ADDITIONAL PROVISIONS

I understand that certain facility uses require additional provisions. Should my event require additional provisions, I understand that I will be notified by the Town of Millville and will be required to provide this information prior to use approval being granted.

Additional provisions include, but are not limited to: field/diagram/dimensions, event layout, and additional insurance [acceptable to the Town of Millville](#) naming the Town of Millville as additional insured, Fire Marshal approval, Liquor Board approval, Town [Council](#) approval.

Commented [ST1]: Do we have an example of when a request would also require Council approval?

APPLICANT'S NAME: _____ (PRINT)

APPLICANT'S SIGNATURE: _____ (DATE)

CLEAN UP RESPONSIBILITY AND LIABILITY

I understand that I must leave the reservation area clean and litter free by the conclusion of my reservation. I understand that I am to deposit all trash and refuse generated by my use into the appropriate waste containers provided.

I further understand that I may be liable for any damage to the reservation area associated with my use. I must report any damage to the staff of the Town of Millville as soon as possible.

I understand that I will be assessed a charge of \$100.00 or more for clean-up of the reserved area if, in the opinion of the Town of Millville staff, it has not been left in a reasonably [clean](#) state. I understand that I will be assessed a repair charge of an amount to be determined for the repair of damages to the reserved area resulting from my use. I agree to pay all clean-up and repair fees assessed on me.

APPLICANT'S NAME: _____ (PRINT)

APPLICANT'S SIGNATURE: _____ (DATE)

LOCAL ORDINANCE COMPLIANCE

Applicant agrees to comply with the provisions of **all** applicable ordinances of the Town of Millville. I have read this disclosure and will comply with **all** provisions of the ordinances of the Town of Millville. All tournament, event directors, promoters and Applicant will be responsible for enforcing **all** [Town facilities](#) policies, including no smoking and, [unless expressly permitted by the Town](#), [no alcohol](#).

Commented [DB2]: We'll be allowing alcohol in the community center; however, the applicant has to get a license form the liquor board so maybe this should be worded differently.

APPLICANT'S NAME: _____ (PRINT)

APPLICANT'S SIGNATURE: _____ (DATE)

Commented [ST3R2]: I added a caveat.

MANDATED CHANGES/CANCELLATIONS

Applicant understands that any use/event or use/event date can be changed or canceled at the direction of the Town Manager or their designee if the approved event interferes with a necessary governmental function or any other reason deemed appropriate. Such action may be directed at any time.

APPLICANT'S NAME: _____ (PRINT)

APPLICANT'S SIGNATURE: _____ (DATE)